

SERIAL 03158 - S PARKING GARAGE POWER WASH SERVICE (NIGP 91003)

CONTRACT PERIOD THROUGH APRIL 30, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PARKING GARAGE POWER WASH SERVICE (NIGP 91003)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **APRIL 07, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/jmk
Attach

Copy to: Clerk of the Board
Steve Varscsak, Facilities Management
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR:

**PARKING GARAGE POWER WASH SERVICE
(NIGP 91003)**

1.0 INTENT:

The intent of this Invitation For Bids is to award a service contract to the most responsive/responsible contractor to provide parking garage power washing services (not power sweeping) on an as-needed basis, and if budgets allow, on a scheduled power wash program. This will be a single award contract.

Additionally, power washing services to be made available to other areas other than garages.

NOTE: Garage power vacuuming service is under a separate County contract.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Work shall be performed during or after business hours, on weekends, or County holidays as directed by the County agency (Business hours are 6:00 AM – 6:00 PM Monday through Friday).
- 2.2 Contractor to furnish all labor, supervision, equipment, tools, supplies, and all effort necessary to perform sweeping and washing services as specified herein.
- 2.3 Contactor shall power wash designated parking garages. The work will be authorized on an as-needed basis at this time, however, the County, at its discretion, may establish routine monthly or quarterly sweeping schedules. The Contractor will be notified should any particular location be placed on a regular schedule.
- 2.4 It shall be a requirement the contractor utilizes portable, mobile, self contained, high pressure, multiple nozzle head enclosed unit with a forced water spray of 2000 – 5000 psi; maintaining a minimum water temperature of 200° F. It is a requirement the head assembly have vacuuming capabilities for water and debris (simultaneous total removal). All water pools left after power washing must be removed. Grease, oil, stains, grit, and gum; must be removed by at least 90% from the surface.

Other types of power wash equipment may be allowable providing the equipment is pre-approved by FMD through the due diligence process. This would entail a demonstration of the power wash machine AND must meet or exceed the requirements set forth in §2.4:

- Minimum water temperature 200°F
- Vacuuming capabilities without excessive water lingering

- 2.5 The use of a power wash hand-held *wand* is only allowable to clean walls (if required) or areas between the stop block and the wall. **THE USE OF A POWER WASH MACHINE WITH HAND-HELD WAND TO CLEAN THE ENTIRE GARAGE FLOOR IS NOT ACCEPTABLE UNDER THIS CONTRACT** (Exceptions, see §2.9 and 2.13).
- 2.6 As part of the County's due diligence process, FMD will visit the Contractor's site and inspect the type of power wash equipment, prior to bid award.
- 2.7 **SURCHARGE FOR GARAGES:**

A surcharge is a fee the contractor can impose if a garage has not been cleaned in some lengthy time. This is based on a percentage of the total bid price, and can only be imposed if the garage has not been power washed or swept for one year (12 months) or more. Otherwise, only the power wash/sweep price shall be levied. Fee charges to power wash garages shall include the entire garage (parking areas) floor-by-floor.
- 2.8 Height restrictions for all County garages are posted in Attachment A, PRICING.

2.9 STAIRWELLS:

Stairwells shall be power washed with a hand-held power washer. There is a line item price for each garage in Attachment A, PRICING. Stairwells shall not impose a surcharge.

- 2.10 At the discretion of the County, the Contractor may be instructed to clean the walls of the garage in addition to the floor without incurring any additional cost to the County. Caution must be taken by the Contractor in protecting lighting fixtures, emergency phone outlets, CCTV's, electrical outlets, fire alarms, smoke detectors, and any other device that is attached to a wall.

2.11 DISPOSAL OF WASTE WATER AND DEBRIS:

The Contractor shall separate the wastewater and solid debris prior to discharging. Such waste shall be the ownership of the County as mandated by EPA. The Contractor shall be responsible for preparing the waste for shipment as the County's agent. If necessary, run a characterization test to determine the solids content, if hazardous or non-hazardous. Subsequent shipment to a licensed and certified EPA treatment storage disposal site, which has the authority for handling of such. Cost for waste preparation and disposal shall be a separate line item price in Attachment A, PRICING.

2.12 PERFORMANCE:

In the event the power wash of the garage is not cleaned to the satisfaction of the County agency, the site shall be re-cleaned at no additional cost to the County. The County authorized representative shall decide if the entire site is to be re-cleaned, or portions thereof.

An inspection report graded by the County representative (See Exhibit 1) will be used as a tool to ascertain the Contractor's performance. The final score after inspection MUST be in the 90% or above range. If the score is below this range, the area is considered UNSATISFACTORY, and will require re-cleaning at no additional cost to the County.

Two (2) documented incidences within a one year time-line of unsatisfactory performance, and the Contractor shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.

2.13 OTHER THAN GARAGE POWER WASHING:

This contract may also be utilized to have the Contractor power wash *other than parking garages* such as sidewalks, building entranceways, steps, docks, or other concrete/asphalt surfaces. In this case, a line item price based on an hourly rate is in Attachment A, PRICING. THE USE OF A POWER WASH MACHINE WITH HAND-HELD WAND is acceptable for this work. Bidders are encouraged to offer bids in this service if they have the tools and equipment to perform such. In this service, a power wash machine with hand-held wand is permissible.

- 2.14 The Contractors cleaning fleet shall sufficient enough to carry out the requirements listed herein. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

- 2.15 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

2.16 The Contractor shall perform his garage cleaning duties in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any cleaning services performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.17 SUBCONTRACTING:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

2.18 INVOICING:

Invoices must be billed to the County agency making the request.

All invoicing MUST include:

Purchase order number or P-card indication
Terms as bid;
Contract serial number;
Job site name and address;
FMD building number;
Description of work performed;
Rate as bid per garage; other charges;
Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.19 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.20 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.21 SCHEDULING:

The scheduling of garages for cleaning will be coordinated by FMD with the power sweeping contractor, the power wash contractor, and the garage tenants. Due to the magnitude of some garages, FMD may schedule the sweeping for one weekend and the washing for the following weekend.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.5.2 Insurance Requirements:

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.5.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.5.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.5.3 Certificates of Insurance.

3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT CONSULTANT, 602-506-6476
(chinegardner@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, CONTRACT ADMINISTRATOR, 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON NOVEMBER 5, 2003, 9:00 A.M. AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide two (2) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, TWO (2) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

TSCM CORPORATION, 18281 GOTHARD STREET, STE #109, HUNTINGTON BEACH, CA 92648

**PRICING SHEET S016104 / B0700083
NIGP CODES 91003**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

1.0 PRICING:

Each line item price is per site, per service, per occurrence.
Surcharges imposed: Garages 1 year or more; Lots, 6 months or more

NOTE: SQUARE FOOTAGES ARE APPROXIMATE

		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
	MCSO - Madison Street Jail [3309]			
	225 W. Madison St.			
	Phoenix, AZ			
1.1	Power wash, lower level garage:	\$1,982.83	\$2,062.14	\$2,144.63
1.2	Power wash all stairwells:	\$150.00	\$150.00	\$150.00
1.3	Surcharge for power washing (%):	25%	25%	25%
	Maximum height:	7' 8"		
	Approximate sq. footage: 53,590	1 floor - LL		
	Madison St. Garage [3308]			
	101 W. Madison St.			
	Phoenix, AZ			
1.4	Power wash, garage, all levels:	\$11,226.60	\$11,675.66	\$12,142.69
1.5	Power wash all stairwells:	\$600.00	\$600.00	\$600.00
1.6	Surcharge for power washing	25%	25%	25%
	Maximum height:	6' 8"		
	Approximate sq. footage: 415,800	5 floors		
	Facilities Management Garage [3311]			
	401 W. Jefferson St.			
	Phoenix, AZ			
1.7	Power wash garage, all levels:	\$10,104.75	\$10,508.94	\$10,929.30
1.8	Power wash all stairwells:	\$600.00	\$600.00	\$600.00
1.9	Surcharge for power washing	25%	25%	25%
	Maximum height:	6' 10"		
	Approximate sq. footage: 374,250	5 floors		

TSCM CORPORATION, 18281 GOTHARD STREET, STE #109, HUNTINGTON BEACH, CA 92648

		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
	Central Court Building [3305]			
	201 W. Jefferson St.			
	Phoenix, AZ			
1.10	Power wash garage, lower level:	\$6,264.00	\$6,514.56	\$6,775.14
1.11	Power wash all stairwells:	\$150.00	\$150.00	\$150.00
1.12	Surcharge for power washing	25%	25%	25%
	Maximum height:	8' 6"		
	Approximate sq. footage: 232,000	1 floor, LL		
	Jackson St. Customer Service Center [3315]			
	601 W. Jackson St.			
	Phoenix, AZ			
1.13	Power wash garage, all levels:	\$16,286.70	\$16,938.16	\$17,615.69
1.14	Power wash all stairwells:	\$750.00	\$750.00	\$750.00
1.15	Surcharge for power washing	25%	25%	25%
	Maximum height:	6' 10"		
	Approximate sq. footage: 603,211	8 floors		
	SE Juvenile Parking Garage [2806 2860]			
	1840 S. Lewis			
	Mesa, AZ			
1.16	Power wash garage, all levels:	\$4,612.25	\$4,796.74	\$4,988.61
1.17	Power wash all stairwells:	\$400.00	\$400.00	\$400.00
1.18	Surcharge for power washing	25%	25%	25%
	Maximum height:	6' 10"		
	Approximate sq. footage: 170,824	4 floors		
	Forensic Science Center [3317]			
	719 W. Jefferson St.			
	Phoenix, AZ			
1.19	Power wash garage, all levels:	\$10,715.49	\$11,144.11	\$11,589.87
1.20	Power wash all stairwells:	\$750.00	\$750.00	\$750.00
1.21	Surcharge for power washing	25%	25%	25%
	Maximum height:	7'		
	Approximate sq. footage: 396,870	8 floors		
	Durango Parking Garage [1513]			
	3325 W. Gibson Ln.			
	Phoenix, AZ			
1.22	Power wash garage, all levels:	\$9,674.56	\$10,061.54	\$10,464.00
1.23	Power wash all stairwells:	\$600.00	\$600.00	\$600.00
1.24	Surcharge for power washing	25%	25%	25%
	Maximum height:	7'		
	Approximate sq. footage: 358,317	5 floors		

TSCM CORPORATION, 18281 GOTHARD STREET, STE #109, HUNTINGTON BEACH, CA 92648

1.25	Power wash areas not associated with garages, (I.e., sidewalks, entrances, etc.): (OK to use power wash machine w/ hand-held wand)	\$55.00 / per hr.
1.26	Per Section 2.5.1.8, cost associated with preparation, packaging, and EPA disposal of waste generated by garage cleaning: (This line item price only for bidders who have vacuum and filtering capabilities for power washing)	\$1.10 / per gallon
1.27	Labor, for services outside the scope of contract:	\$60.00 / per hr.

Terms:	NET 30
Federal Tax ID Number:	33-0944602
Vendor Number:	330944602
Telephone Number:	800-554-8726
Fax Number:	714-841-3222
Contact Person:	FRANK PAPPANO
E-mail Address:	fpappano@tscmcorp.com
Company Web Site:	www.tscmcorp.com
Insurance Certificate	Required
Contract Period:	To cover the period ending APRIL 30, 2007